

**EDUCATION, MARKETING AND
ENROLLMENT SERVICES AGREEMENT**

Between

UTAH VIRTUAL ACADEMY

And

K12 VIRTUAL SCHOOLS LLC

**FOR THE UTAH VIRTUAL ACADEMY
FOR GRADES K THROUGH 12**

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EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT

Between the
UTAH VIRTUAL ACADEMY
And
K12, INC.

This EDUCATION, MARKETING AND ENROLLMENT SERVICES AGREEMENT (“**Agreement**”) is made and entered into, by and between the Utah Virtual Academy, a Utah nonprofit public benefit company (hereinafter the “**School**”) and K12 Virtual Schools LLC, a Delaware limited liability company (hereinafter “**K12**”), each a “**Party**” together the “**Parties**”, as of the date signed by both Parties, and includes the following exhibits:

- a. Exhibit A (Educational Products and Services)
- b. Exhibit B (Marketing and Enrollment Services)
- c. Exhibit C (K12 Proprietary Marks)
- d. Exhibit D (Agreement Products)

RECITALS

A. **WHEREAS**, the Utah Virtual Academy is operated and governed by its Board of Directors (the “**Board**”),

B. **WHEREAS**, the Parties have previously had an agreement under which K12 provided educational products and services (the “**Prior Agreement**”),

C. **WHEREAS**, K12 responded to the School’s Request for Proposal for Education Services and Marketing and Enrollment Services with a proposal submittal deadline of February 1, 2023,

D. **WHEREAS**, the Board awarded those branches of the RFP to K12, and

E. **WHEREAS**, the Parties now wish to enter into a final and binding Agreement,

NOW, THEREFORE, the Parties mutually agree as follows:

1. **DEFINITIONS.** For the purposes of this Agreement, capitalized terms used herein but not otherwise defined shall have the meaning ascribed to them in this Section 1 as follows:

1.1. **Affiliates.** An Affiliate of K12 is an entity that controls, is controlled by, or under common control with K12, where “control” means the possession, directly or indirectly, of the power to direct or cause the direction of the management policies of an entity, whether through the ownership of securities, by contract or otherwise.

1.2. **Applicable Law.** Applicable Law is defined herein as the Constitution of the State, the State education laws and/or code, the federal Elementary and Secondary Education Act, the federal Individuals with Disabilities in Education Act, other applicable federal, state or local statutes, ordinances and regulations, any amendments to or recodification of the aforementioned laws, and other binding rulings applicable to public charter schools in the State.

1.3. **Charter.** The Charter is defined as the authorization provided to the Board by the Charter Authorizer pursuant to Applicable Law, permitting the Board to operate a public charter school and entitled to receive public funds, appropriations and other revenues.

1.4. Charter Authorizer. The Charter Authorizer is the entity which has been granted the authority by law to permit the Board to operate a school in accordance with the Charter and Applicable Law. The Charter Authorizer is currently the Utah State Board of Education.

1.5. Facility. Facility means the real property leased by the School for the Program's administrative offices located at 310 East 4500 South, Suite 620, Murray, UT 84107.

1.6. Fiscal Year. The Fiscal Year shall run July 1 through June 30.

1.7. Program. The Program is the School's public online educational offering using K12 products and services in Accordance with this Agreement and currently known as UTVA.

1.8. Shareholder. A Shareholder is a holder of greater than one percent (1%) of Stride Inc.'s outstanding shares of common stock.

1.9. State. The State is Utah.

1.10. Student. A Student is any student enrolled and/or otherwise taking course(s) in the Program or previously enrolled, including those pupils who have withdrawn.

2. K12 RESPONSIBILITIES, EDUCATIONAL PRODUCTS AND SERVICES.

2.1. Description of Educational Products. For each school year during the Term, K12 and Affiliates shall license to the School solely for use in the Program and, solely as to curriculum, for part-time students taking courses through the Statewide Online Education Program ("SOEP Students"), on a non-exclusive, non-assignable, non-sublicensable basis and/or provide the services, the products and offerings set forth in Exhibit D as generally described in Exhibit A, including the K12 curriculum, access to its online school and designated learning management system(s) and/or available third party curriculum, instructional tools and other products and offerings (collectively the "**Educational Products**"). During the Term, the Parties may agree upon K12 and Affiliates licensing additional products (e.g., new curriculum, supplementary curriculum, and/or educational programs), at agreed-upon fees, beyond those listed in Exhibits D. Provision of additional products will be mutually agreed upon and shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.2. Description of Marketing and Enrollment Services. For each school year during the Term, K12 and Affiliates shall provide marketing and enrollment services ("**Services**") to the School solely for the Program as described in Exhibit B. During the Term, the Parties may agree upon K12 and Affiliates providing the School with additional services, at agreed-upon fees, beyond those listed in Exhibit B. Provision of additional services shall be governed by the terms of this Agreement unless otherwise agreed in writing.

2.3. Special Education, Section 504 and ELL Services. For each school year during the Term, K12 shall assist the staff and teachers with the provision of special education and/or related special needs services for Students with special education needs or any Students who have, will have or require an Individualized Education Plan ("**IEP**") by having a K12 Placement Counselor help the School to satisfy Child Find requirements in Applicable Law, providing professional development to the Teachers regarding Child Find responsibilities, posting information required by Applicable Law regarding Child Find on the Program's website and proving such information to enrolled families, providing a special programs enrollment team to assist the Program with creating and implementing an enrollment plan for students with special needs, providing related services team personnel to provide support to the Program in procuring related service providers and providing an annual audit of special education files and operational procedures. K12 shall assist the staff and teachers with the provision of English Language Learner ("**ELL**") services by including Home Language Survey questions in the enrollment process, verbally asking those questions during the placement

process, providing translation and interpretation services as required by Applicable Law, and providing professional development on ELL. K12 shall assist the staff and teachers with the provision of services under Section 504 of the Rehabilitation Act of 1973 as amended (“504”) by providing consultation services to the staff and teachers. K12 will assist the Program with compliance with Applicable Laws on special education, ELL Services and 504 services by providing its review team to review and correct special programs submissions prior to submission to the appropriate governmental agency. The K12 Public Schools Data Analytics Team will work with the Program to provide management reviews of key special programs data points. Except as explicitly set forth in this Section 2.3, the School shall be responsible for all Special Education, 504 and ELL services.

2.4. Place of Performance. Performance of Services is not required to be rendered at the Facility, unless specifically stated in Exhibit A or required for compliance with Applicable Law or the Charter.

2.5. Standards of K12 Performance.

2.5.1. K12 Compliance. K12 will provide the Educational Products and Services set forth in this Agreement as set forth on Exhibits A and B, and any amendments hereto in accordance with Applicable Law, the Charter, and Board and School policies that are both made known to K12 in writing and relate to academics. Subject to Section 11, K12 shall also comply with changes in Academic Policies (as defined in Section 3.3) within thirty (30) days of receipt of written notice and a copy thereof; however, Academic Policies shall be adopted in accordance with Section 3.3. For the sake of clarity, a Board or School policy (whether on academics or otherwise) cannot and does not revise, amend or create additional rights or obligations to either Party of this Agreement, except as may be agreed to by both Parties as a written amendment hereto.

2.5.2. Confidentiality of Records/FERPA. The School shall ensure that K12 has the right to access personnel, Student and School financial data. As such, K12 will maintain the confidentiality of School personnel, Student data and other records in accordance with the requirements of Applicable Law. The School recognizes and agrees that for purposes of the Family Educational Rights and Privacy Act of 1974, 20 U.S.C. § 1232g; 34 CFR Part 99 (“FERPA”) and the State open records act, K12 has a legitimate educational interest for purposes of the School representatives disclosing a student’s educational records to K12. The School shall define “school officials” and “legitimate educational interest” as permitted by FERPA, broadly enough to permit the provision of the Educational Products and Services hereunder.

2.5.3. Licensure or Other State Requirements. Except as otherwise provided in this Agreement, K12 will comply with all applicable licensure or other requirements of the State and any regulations promulgated thereunder applicable to persons who perform such services.

2.5.4. Non-Discrimination. K12 prohibits discrimination in all its programs and activities on the basis of race, color, religion, sex, national origin, age, disability, and where applicable, marital status, familial status, and sexual orientation, and on all other bases required by Applicable Law.

2.5.5. Exclusivity. K12 shall be the sole provider of the Education, Marketing, and Enrollment Services provided pursuant to this Agreement for the Program except for those products and services agreed to by UTVA in a written contract signed by both parties on or before July 1, 2023 (UTVA shall provide K12 with a list of such products and services within 10 days of the Effective Date), unless otherwise waived in writing by an authorized officer of K12. Notwithstanding the forgoing, the Board is permitted to procure goods and services from a third party to the extent required by law or to fulfill its fiduciary responsibilities to the School. Before any third-party procurements of the Education, Marketing, and Enrollment Services provided under this Agreement, the Board shall give K12 a thirty (30) day right of first refusal to provide such services or goods not enumerated herein or in the future.

If K12 is able and willing to provide such services or goods, the Board shall procure them from K12. To avoid doubt, the provisions of this Section shall only apply during the Term of this Agreement. They shall not be applicable concerning any period following the expiration of the Term or the earlier termination of this Agreement.

2. SCHOOL RESPONSIBILITIES.

3.1. **Payment Obligation.** For the Educational Products and Services, the School shall compensate K12 at the rates and conditions set forth in this Agreement or as amended as mutually agreed in writing.

3.2. **Oversight of K12.** The School shall be responsible for monitoring K12's performance under, and compliance with, the terms of this Agreement in accordance with Applicable Law. The School shall also be responsible for overseeing the Program's quality, operational and financial performance and for working with the Charter Authorizer and other authorities.

3.3. **Adoption of Policies.** The Parties acknowledge and agree that in providing the Services, it shall be the responsibility of K12 to recommend various academic policies for the Program ("**Academic Policies**"). K12 will implement procedures consistent with such policies, but the School retains ultimate responsibility for adopting policies and for overseeing K12's implementation. K12 will cooperate with such oversight and policy implementation subject to Section 11. K12 and the School will work collaboratively and in a timely manner on the creation of Academic Policies. The School shall promptly provide K12 written copies of all policies (academic or otherwise) adopted and must promptly notify K12 in writing of any changes to such policies.

3.4. **School Related Documents.** The School shall promptly provide K12 with any reports, documents and other findings that are related or may have an impact on K12's obligations herein. Such School related correspondence includes, but is not limited to, Board resolutions and reports, minutes of Board meetings, State audit preliminary and final reports, and Charter Authorizer reports, findings and correspondence, and any reports, financial or otherwise, submitted to a State regulatory body.

3.5. **School Compliance.** The School will perform its obligations under this Agreement and shall comply with, and govern itself in a manner consistent with, the requirements of Applicable Law, the Charter and the Charter Authorizer's policies.

3.6. **Employment of Teachers and Staff.** Unless otherwise mutually agreed in a written amendment to this Agreement, the School will employ the teachers and staff and will be responsible for all costs, whether third party operational costs for human resources and payroll (including without limitation software, and payroll services) or compensation and benefits associated with their employment (including without limitation salaries, benefits, travel, and other related expenses). The School will review recommendations that may be made by K12 regarding the hiring or dismissal of the teachers and staff, but the School will have the authority to determine in its sole discretion whether any person to be employed by the School shall be hired or dismissed.

4. TERM OF AGREEMENT.

4.1 **Term.** This Agreement will become effective upon the date of full execution by the Parties, for commencement on July 1, 2023 ("**Effective Date**") and will terminate on June 30, 2028 ("**Term**") unless sooner terminated under Section 10 of this Agreement. In the event the Charter Authorizer and/or the Charter changes, this Agreement shall automatically survive and be performed in accordance with the new Charter, these terms and conditions and Applicable Law, unless this Agreement is otherwise terminated in accordance with Section 10 herein.

5. PRICING, FEES AND PAYMENT.

5.1. Educational Product and Services Prices. For students enrolled in UTVA, in consideration of the value of the Educational Products and Services provided by K12 as set forth in Exhibit D and generally described in Exhibit A, the School will pay K12 and its Affiliates (a) at the rate of \$3373.00 per fulltime student with the number of students based on the certified October Count Date Enrollments (as defined bellow) as further described in Section 7.1 and (b) with respect to SOEP Students \$150 per 0.5 credit course funded. Notwithstanding anything in this Agreement to the contrary, the School agrees that the fees set forth in this Section 5.1 will be subject to change, no more than once per calendar year, at K12's reasonable discretion and communicated to the School during the annual budget process. Notwithstanding the foregoing, under no circumstances shall the annual increase exceed the change in Consumer Price Index – All Urban (“CPI-U”) published by the US Department of Labor Statistics, which shall be calculated each October based on changes in the CPI-U from the previous October. Payment for the Educational Products shall be made in accordance with Section 7 below.

5.2. Waiver and Release. UTVA hereby releases, acquits and forever discharges, and covenants not to sue to bring any legal action against K12, any of its Affiliates or any of their officers, directors, employees, or agents with respect to any and all claims or causes of action of any nature, both past and present, at law or in equity, which UTVA has or which could be asserted on its behalf, resulting from or arising out of any act or omission of any kind occurring on or before the date on which UTVA executes this Agreement. K12 hereby releases, acquits and forever discharges, and covenants not to sue to bring any legal action against UTVA or any of its officers, directors, employees, or agents with respect to any and all claims or causes of action of any nature, both past and present, at law or in equity, which K12 has or which could be asserted on its behalf, resulting from or arising out of any act or omission of any kind occurring on or before the date on which K12 executes this Agreement; provided, however, that nothing herein is a waiver or release of any claim or cause of action with respect to (a) standard fees in the ordinary course of business under that certain Educational Products and Services Agreement between K12 and the School, dated as of July 1, 2018, as amended (the “**Original Agreement**”) for the periods of May and June of 2023, (b) any amounts which may be due to K12 for fiscal year 2022 pursuant to Sections 7.5 and 7.7 of the Original Agreement and (c) the amount of \$85,000 which the School agrees to pay as a compromise for amounts invoiced by K12 under the Original Agreement for fiscal year 2021. Nothing in Section 5.2 shall be deemed or construed at any time or for any purpose to be an admission by either Party of any wrongdoing, failure to act or violation of contract or law.

6. PROGRAM PERSONNEL.

6.1. K12 Staff Release. Effective upon the full execution of this Agreement, and as a condition to the School's obligations under this Agreement, K12 will release all of its employees who are then assigned solely to the Program from their non-competes for employment but only to the extent that it permits such persons to become employees of the School. The School will employ and determine the employment terms for all teachers and staff. The School will have the sole authority to select, supervise, compensate and determine compensation, evaluate, transfer, promote, discipline and dismiss its staff members. K12 hereby agrees to waive any rights, remedies or prohibitions in non-compete or non-solicit provisions in this Agreement or the Prior Agreement solely to the extent that it permits the School to solicit, make employment offers to and employ K12's staff that are assigned solely to the Program.

6.2. Complaints About K12 Staff. If the School is dissatisfied or concerned about the job performance of a K12 staff member assigned to the Program, the School shall discuss the matter with K12 via written notice.

6.3. Teachers and Staff. The School shall employ and be ultimately responsible for the teachers and staff,

except in limited circumstances, and with written School permission, where K12 deems it reasonably necessary to employ such staff to deliver the Educational Products and Services hereunder. K12 may make recommendations regarding the hiring and firing of a teacher or staff. The School will be responsible for all costs associated with the employment of such staff (including, without limitation, salaries, benefits, travel, payroll processing and other School related expenses). The School shall ensure that, to the extent required by law, all teachers and staff personnel shall be State certified or possess the necessary credentials, qualifications, background and conduct checks as required by Applicable Law and/or the Charter.

6.4. Complaints About School Employees. If K12 is dissatisfied or concerned about the job performance of any of the School's staff, including administration, teachers or staff, K12 may discuss the matter with the Board via written notice.

6.5. Background Investigations on K12 Employees. As part of its Educational Products and Services, K12 will be responsible for arranging for criminal background checks to be conducted on its employees assigned to the Program to the extent required under Applicable Law and will maintain documentary evidence that it has done so. Upon the School's request, K12 will provide the School with documentary evidence of its compliance of this Section, subject to any privacy restrictions or confidentiality requirements imposed by Applicable Law.

6.6. Background Investigations on School Employees. The School will ensure that, with respect to teachers and staff, the School fulfills its responsibilities to: a) conduct criminal background checks required by Applicable Law; and b) maintain evidence that it has performed such actions.

7. PAYMENT OF PRODUCT AND SERVICE FEES.

7.1. Invoicing and Payment of Fees. With respect to fulltime students, K12 will submit to the School an invoice for the Educational Products and Services each month from August to May of each Fiscal Year. With respect to SOEP Students, K12 will submit to the School an invoice following each semester. Invoices for the students enrolled in UTVA shall be at the price set forth in Section 5.1, spread equally over each of the 10 months and ultimately based on the certified number of students determined as of the date in October of each school year that is used by the Utah Department of Education for the determination of funding UTVA based on the number of students ("**October Count Date Enrollments**"). Prior to the availability of the October Count Date Enrollments, UTVA will provide an estimated number of students during the school's annual budget process for initial billing purposes. In a Fiscal Year, invoices delivered more than thirty days after the October Count Date Enrollments are made available will use the October Count Date Enrollments for UTVA. Invoices that used the estimated number of students will be recalculated and trued-up using the October Count Date Enrollments for UTVA for that Fiscal Year. To the extent that any of the invoices that used the estimated number of students resulted in an overpayment to K12 by UTVA, K12 will credit that amount in the February invoice. To the extent that any of the invoices that used the estimated number of students resulted in an underpayment to K12 by UTVA, K12 will invoice that amount to UTVA in the February invoice.

7.2. Location of Payment. All payments made hereunder will be made to K12 (or its designated Affiliate) and at the address set forth above, or such other address provided by K12 in writing.

7.3. Payment Date and Interest. All invoices payable to K12 and its Affiliates are due within sixty (60) days from the date the School receives the invoice. Any amounts past due and owing to K12, other than Disputed Amounts, will accrue interest at one and one-quarter percent (1.25%) but not to exceed fifteen percent (15%) per annum on such overdue amount. The School shall not intentionally withhold payments due to K12 other than any Disputed Amounts.

7.4. Taxes. Except as otherwise stated herein, K12 is not responsible for any taxes or third-party charges related to the activities, or the ownership or operation of the School. Without limiting the foregoing, the School agrees to pay any sales, use, property, excise, value-added, or other similar taxes, if any, imposed by Applicable Law, and except for taxes based on K12's income. For the avoidance of doubt, all fees for the Educational Products and Services set forth herein are exclusive of such taxes.

7.5. Disputed Amounts. If the School disputes any charge invoiced by K12 ("**Disputed Amounts**"), the School (or its authorized designee) must submit a good faith claim in writing regarding the Disputed Amount with documentation reasonably necessary to support the claim no later than ninety (90) days beyond the School's receipt of the invoice at issue. If the School (or its authorized designee) does not submit a documented claim to K12 within such time frame regarding such Disputed Amount, then notwithstanding anything in this Agreement to the contrary, the School waives all rights to dispute and file any claim thereafter regarding such Disputed Amount (and the School also waives all rights to otherwise claim that it does not owe such Disputed Amount or to seek any credits or reimbursements or other amounts of any kind based upon or relating to such Disputed Amount).

8. RELATIONSHIP OF THE PARTIES.

8.1. Status of the Parties. K12 is not a division or any part of the School. The School is a body corporate authorized under State law, governed independently by its Board of Directors and is not a division or a part of K12. The relationship between the Parties was developed and entered into through arms-length negotiations and is based solely on the terms of this Agreement. The Parties are independent contractors. Nothing herein will be construed to create a partnership or joint venture by or between the School or Board and K12. Neither Party will be the agent of another except to the extent otherwise specifically provided by this Agreement where K12 is authorized to take action on behalf of the Board and School. The School and its employees will in no case represent to third parties, and will whenever needed disclaim to such parties, any ability to bind K12 to any duty imposed by contract, other than this Agreement or as otherwise agreed in writing by K12.

8.2. No Related Parties or Common Control; Certain Permitted Participations. Except as contemplated by this Agreement or any agreement between the School and any Affiliate with respect to the provision of services described hereunder, K12 will not have any role or relationship with the School that, in effect, substantially limits the School's ability to exercise its rights, including termination rights, under this Agreement. None of the School's voting power shall be vested in K12 or its directors, trustees, members, managers, officers, Shareholders, or employees, and none of the voting power of K12's board of directors or Shareholders of K12 shall be vested in the Board's or its Charter Authorizer's directors, trustees, members, managers, officers, shareholders, or employees. The School agrees to take such action as is necessary to permit employees or agents of K12 to have a nonvoting presence at the Board meetings, including executive sessions, during the Term of this Agreement, provided that, the inclusion of employees or agents of K12 in executive sessions will be at School's discretion and is not inconsistent with Applicable Law.

9. **OTHER SCHOOLS.** The Parties acknowledge that K12 and its Affiliates will have the right to render similar services to other persons or entities including other public or private schools, institutions or districts within and outside of the State. In providing student recruitment or enrollment services to schools other than UTVA which accept students from Utah, K12 will provide equitable service to all programs per the services contracted.

10. **TERMINATION.** Events of termination are as follows:

10.1. Termination for Cause. The Parties shall use good faith efforts to resolve all disputes relating to this Agreement as set forth in Section 20; however, either Party may terminate this Agreement for cause at any

time with ninety (90) days' prior written notice to the other Party. Termination for cause shall mean the breach of any material term or failure to fulfill any material condition, term, provision, representation, warranty, covenant or obligation contained in this Agreement, and a failure to cure such a breach within forty-five (45) days after receiving written notification from the terminating Party. Upon termination of this Agreement, the non-breaching Party shall be entitled to seek any remedies for which it would be entitled at law or in equity. In addition, K12 shall cooperate in good faith to provide any requested coursework and student data to the School in the event of such termination.

10.2. Not used.

10.3. Termination Upon Loss of Program Approval, Charter or Non-Profit Status. This Agreement may be terminated immediately by either Party upon written notice to the other Party: (i) if the Charter Authorizer provides written notice that it has terminated, revoked, or not renewed the Charter, or (ii) upon a final determination by the Internal Revenue Service that the School is not eligible for 501(c)(3) status, or (iii) upon a final adverse determination by the highest court in the State that the Program is no longer valid under law or its ruling has the effect of terminating the Program; provided, however, that Section 10.3(i) shall be effective on the last day on which the Charter is in effect and, further provided, that Section 10.3(i) shall not be applicable if the Charter is replaced by a different charter with a charter authorizer.

10.4. Termination in the Event of Certain Changes in the Charter or School Policies. K12 may terminate this Agreement effective immediately upon written notice to the School in the event that the Charter is amended or the Board or the Charter Authorizer adopts or amends a policy, in each case without the prior written consent of K12, and the effect of such amendment or policy could reasonably be determined to require K12 to increase materially the level of services required to be provided hereunder or to increase materially the financial risk to K12 arising from its performance of its obligations hereunder, thus rendering K12's performance economically unviable as determined by K12. In the event the Board or Charter Authorizer adopts such an adverse policy in the middle of a school year, K12 agrees to use reasonable efforts to complete the then current school year without waiving any rights and remedies hereunder.

10.5. Change in Applicable Law. If any change in Applicable Law (other than those changes encompassed within Section 10.2 of this Agreement) enacted after the date hereof could reasonably be expected to have a material adverse effect on the ability of any Party to carry out its obligations under this Agreement, such Party, upon written notice to the other Party (which notice may be given at any time following enactment of such change in Applicable Law, whether or not such change is effective on the date of such enactment or is effective at a later date), may request renegotiation of this Agreement. Such renegotiation will be undertaken in good faith. If the Parties are unable to renegotiate and agree upon revised terms within one hundred twenty (120) days after such notice of renegotiation, then this Agreement will be terminated effective at the end of the school year in which such notice was given, unless earlier termination is necessary to protect the health, welfare, or safety of students.

11. TERMINATION EFFECTS. Effects of termination are as follows:

11.1. Outstanding Payments Due. Except as otherwise agreed by the Parties in writing, termination does not relieve the School of any obligations for payments outstanding to K12 as of the date of termination or other obligations that continue upon termination as provided in this Agreement.

11.2. Return of Equipment. Return of K12-provided equipment is mandatory. All K12 assets including, but not limited to, computers, printers, related equipment and non-consumable materials that may be provided by or on behalf of K12 are to be returned upon the expiration or termination of this Agreement, in accordance with K12's policies governing the use and reclamation of such materials. Nonetheless, any damages to such equipment and materials or unreturned equipment and materials will be invoiced to the School at the Replacement Value. For purposes of this Agreement, the "Replacement Value" is the cost to replace the

equipment anew, without regard to depreciation.

11.3. Fees Owed. In the event this Agreement terminates as provided for herein, or it expires pursuant to its terms, and unless otherwise agreed by the Parties in writing, the School shall owe for all products and services rendered to include the Educational Products and Services in accordance with this Agreement for the period up to and including the then current Fiscal Year of the termination or expiration. All such fees will be determined on an accrual basis per the School's audited financial statement up to and including the year in which this Agreement terminates or expires.

12. INTELLECTUAL PROPERTY RIGHTS.

12.1 Proprietary Materials. The School acknowledges and agrees that K12 has the right to license (or sublicense as the case may be) certain intellectual property rights and interests in and to K12 and its Affiliate's (and respective licensor's) intellectual property, including but not limited to curriculum, trade secrets, know-how, proprietary data, documents and written materials in any format, artwork, graphics, charts, software, licenses, marketing materials, school Charter application, presentations and related petitions and documents, website design and domain numbers and names including those registered by K12 and/or for K12, its Affiliates and the School and other materials created for the School, and curricular materials and any and all customizations and derivative works thereof (collectively, "**K12 Proprietary Materials**"); provided, the K12 Proprietary Materials shall not include any UTVA IP (as defined below) or the Program name. The School further acknowledges and agrees that: (i) it has no intellectual property interest or claims in the K12 Proprietary Materials or any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Materials, (ii) it has no right to use the K12 Proprietary Materials unless expressly agreed to herein by K12, and (iii) K12 and its Affiliates (and respective licensors as the case may be) own all intellectual property rights in and to the K12 Proprietary Materials.

12.2 Sub-License of K12 Proprietary Materials. K12 hereby grants the School a royalty-free, non-exclusive, non-transferable sub-license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use and distribute the K12 Proprietary Materials solely in connection with the Program operations as contemplated in this Agreement. Notwithstanding the foregoing, the School shall not: (i) modify or otherwise create, or permit third parties to modify or otherwise create, derivative works from or using the K12 Proprietary Materials, (ii) sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion, or (iii) frame any website owned by K12. Upon the termination of such license, the School will cease use of the K12 Proprietary Materials, and will return all K12 Proprietary Materials to K12 promptly, including those in the possession of the School, Teachers, School employees and Students participating in the Program.

12.3 Rights of K12 in K12 Proprietary Marks. The School acknowledges and agrees that, as between the School and K12, K12 (and its applicable Affiliates) owns and shall maintain all intellectual property rights, title and interest, including any goodwill, in and to K12 and its Affiliate's trademarks, service marks, trade dress and trade names including related marks and trade dress and the K12 mark, K12 (& Design) and as may be featured in Exhibit C (collectively, "**K12 Proprietary Marks**"). The School further acknowledges and agrees that it has no intellectual property interest or claims in the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the K12 Proprietary Marks and has no right to use the K12 Proprietary Marks except in the limited capacity as set forth in Section 12.4 or unless expressly agreed to in writing in advance by K12, which agreement K12 may withhold in its sole discretion.

12.4 Sub-License of K12 Proprietary Marks. K12 hereby grants the School a royalty-free, non-exclusive, non-transferable sublicense, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the K12 Proprietary Marks relating to the Program solely in

connection with the operations of Program as contemplated in this Agreement. Notwithstanding the foregoing, the School will not be permitted to sublicense any rights under this Agreement without the advance written approval of K12, which approval may be withheld by K12 in its sole discretion. Upon the termination of such license, the School will cease use of the K12 Proprietary Marks.

12.5 Limitations on Use of K12 Proprietary Materials and K12 Proprietary Marks by School. The School will use the K12 Proprietary Materials and the K12 Proprietary Marks only as provided in this Agreement. Notwithstanding the foregoing license rights, the School also agrees not to alter, copy, disassemble, reverse engineer or modify the K12 Proprietary Materials and/or the K12 Proprietary Marks in any way, nor will the School act or permit action in any way that would impair the rights of K12 in them. The School's authorized use will not create any right, title, or interest in or to the K12 Proprietary Materials or the K12 Proprietary Marks any customizations and derivative works thereof or any other materials created for use in connection with the foregoing. K12 will have the right to monitor the quality of the School's use of the K12 Proprietary Materials and the K12 Proprietary Marks, and the School will notify K12 promptly in writing of any known infringement thereof and of any use of K12's Intellectual Property (including the K12 Proprietary Materials, and/or the K12 Proprietary Marks) by an unauthorized party, other than set forth or contemplated by this Agreement, of which the School becomes aware. K12 and the School agree to reasonably assist each other in pursuing measures to prevent further use of K12's Intellectual Property by said unauthorized party. Any references to or use of the K12 Proprietary Materials or the K12 Proprietary Marks by the School will contain the appropriate trademark, copyright or other legal notice provided from time to time by K12 and will be subject to additional trademark usage standards developed by K12 and modified from time to time by K12 with advance notice in writing. Moreover, to the extent the School has established any rights, title or interest in the K12 Proprietary Materials or K12 Proprietary Marks, the School hereby assigns and transfers to K12, its successors and assigns, all of the School's right, title and interest in and to such intellectual property, together with the goodwill of the business symbolized by any of the K12 Proprietary Marks and the right to sue and collect damages and/or profits for past infringements of the such marks.

12.6 Publicity/Press Release. K12 may use the School and the Program's name and Program references in a listing of new, representative or continuing schools in press releases, on its website, or in other marketing materials or dissemination of information. The Parties may agree to cooperate in joint marketing activities or in issuing a joint press release at the request of either of them, subject to prior written consent and approval of the form and substance of both the School and K12.

12.7 Program Name. K12 acknowledges and agrees that, as between K12 and its Affiliates on the one hand and the School on the other, the School owns all intellectual property rights and interests in the name of the Program. K12 further acknowledges and agrees that neither it nor any of its Affiliates has any intellectual property interest or claims in or to the Program's name. The School hereby grants K12 and each of its Affiliates a royalty-free, non-exclusive, non-transferable license, during the Term and for a period of thirty (30) days following the expiration or earlier termination of this Agreement, to use the Program's name in connection with the Program's operations as contemplated in this Agreement. The School hereby grants K12 and each of its Affiliates a royalty-free, non-exclusive, non-transferrable perpetual license to use the Program name in electronic and written marketing materials to promote the goods and services offered by K12 or any of its Affiliates.

12.8 School Intellectual Property. K12 grants all of its copyrights and other intellectual property rights in all works of expression created, developed, written or conceived uniquely and solely for the promotion and marketing of UTVA by a third party under contract to K12 as a result of the marketing and enrollment services performed pursuant to this Agreement (the "UTVA IP"). The UTVA IP shall be the sole property of the School and, accordingly, K12 will disclose, deliver and assign to the School all such works subject to copyright, if any. K12 agrees to execute all documents to make all arrangement necessary to further document such ownership and/or assignment, and to take whatever other steps may be needed to give the School the full

benefit of them. K12 specifically agrees that all UTVA IP shall be considered works made for hire under the copyright laws of the United States and that they shall, upon creation, be owned exclusively by the School. Notwithstanding the foregoing, any intellectual property of K12 in existence prior to the parties' execution of this Agreement or developed by K12 wholly independent of any work performed pursuant to this Agreement and all derivative works of either of them shall be and remain K12's sole property.

13. LIMITS ON LIABILITY AND DAMAGES.

13.1 **LIMIT OF LIABILITY.** K12'S MAXIMUM LIABILITY AND OBLIGATION TO THE SCHOOL AND THE SCHOOL'S EXCLUSIVE REMEDY FOR ANY CAUSE WHATSOEVER, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR IN TORT, INCLUDING NEGLIGENCE, RELATING TO THIS AGREEMENT SHALL BE LIMITED TO THE RECOVERY OF ACTUAL DIRECT DAMAGES UP TO THE AMOUNT OF FEES PAID UNDER THIS AGREEMENT IN THE PRIOR ONE (1) YEAR.

13.2 **CONSEQUENTIAL DAMAGES.** EXCEPT IN CONNECTION WITH ITS INDEMNITY OBLIGATIONS EXPRESSLY SET FORTH HEREIN, AND WITH RESEPECT TO CLAIMS RESULTING FROM GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE FOR ANY INDIRECT, EXEMPLARY, PUNITIVE, SPECIAL, INCIDENTAL OR CONSEQUENTIAL DAMAGES, INCLUDING, WITHOUT LIMITATION, ANY LOST SAVINGS, LOST SALES, BUSINESS INTERRUPTIONS, DELAY DAMAGES, DAMAGES FOR THIRD PARTY CLAIMS, LOST OR DESTROYED DATA, EVEN IF THAT PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. NEITHER OCCASIONAL SHORT-TERM INTERRUPTIONS OF SERVICE OR PRODUCTS, WHICH ARE NOT UNREASONABLE UNDER COMPARABLE INDUSTRY STANDARDS NOR INTERRUPTIONS OF SERVICE OR PRODUCTS RESULTING FROM EVENTS OR CIRCUMSTANCES BEYOND K12'S REASONABLE CONTROL SHALL BE CAUSE FOR ANY LIABILITY OR CLAIM AGAINST K12 HEREUNDER, NOR SHALL ANY SUCH OCCASION RENDER K12 IN BREACH OF THIS AGREEMENT.

14. ASSIGNMENT. Except as otherwise provided in this Agreement, neither Party may assign or delegate any rights or obligations under this Agreement without the prior written consent of the other Party provided, however, K12 may assign all of its rights and obligations under this Agreement to any Affiliate, acquirer, or successor in interest to the extent not otherwise expressly prohibited by Applicable Law. K12 may delegate the performance of its duties to any person, contractor or entity but K12 shall (i) have control over any such delegees, (ii) be responsible for the performance in accordance with the terms of this Agreement, of any services performed by its delegees, and (iii) be responsible for any fees payable to delegees.

15. INDEMNITY. The Party charged with indemnifying and/or defending under this provision (the "**Indemnifying Party**") shall conduct the defense in any such third party action arising as described herein and the Party claiming the benefits of this Section 15 (the "**Indemnified Party**") promises to cooperate with such defense, provided the Indemnifying Party reasonably consults with the Indemnified Party on any settlement (subject to the consent requirement in the last sentence of this paragraph). Notwithstanding the foregoing, the Indemnified Party may, at its own expense, assist in such defense if it so chooses, provided that the Indemnifying Party shall be entitled to control such defense and all negotiations relative to the settlement of any such claim. Any settlement that would admit any liability on the part of the Indemnified Party shall require such Indemnified Party's prior written consent.

15.1. **Indemnification of the School.** K12 will indemnify, defend, and save and hold the School and all of its employees, officers, directors, trustees, subcontractors and agents, (collectively ("**School Indemnitees**") harmless against any and all claims, demands, suits, or other forms of liability including without limitation costs and reasonable attorneys' fees (each a "Claim") that may arise out of, or by reason of, any (a) breach of

any expressed representation or warranty, covenant or agreement made or to be performed by K12 pursuant to this Agreement, (b) noncompliance by K12 with any Applicable Law in connection with providing the Educational Products and Services hereunder, but excluding any Claims that arise from conduct undertaken in accordance with the Charter Authorizer's, the Board's, the School's, or the School Indemnitees' instructions, procedures or written policies, except where such instructions arise from and are in accordance with explicit recommendations formally provided by or on behalf of K12, (c) act or omission of K12 or K12 Indemnitees (defined below) in connection with providing the Educational Products and Services hereunder that results in injury, death, or loss to person or property, except to the extent any Claims arise out of actions or omissions of the School, the School Indemnitees or the Charter Authority, and (d) Claim based upon, in connection with, relating to or arising out of infringement of patents or the improper use of other proprietary or intellectual property rights with respect to the Educational Products, the Services, and any other actions by K12, its Affiliates, or any other person directly or indirectly employed by it or for whose actions it may be liable during the performance of the work under this Agreement. Section 15.1(d) shall not apply to the extent that the claim results from the combination of Education Products or Services provided by K12 with any products or services provided to UTVA by a third party. If a claim arises with respect to Section 15.1(d), K12 shall have the right to (a) substitute substantially equivalent non-infringing intellectual property; (b) modify the intellectual property so that they no longer infringe but remain functionally equivalent; (c) pay for a license to use the intellectual property or (c) terminate the Agreement. K12 and its Affiliates shall not be liable for any Claims related to the enrollment, placement and provision of services to any Students with or seeking special education, ELL or 504 needs.

15.2. Indemnification of K12. The School will indemnify, defend, and save and hold K12 and its Affiliates and all of their respective employees, officers, directors, subcontractors, and agents and their respective successors and permitted assigns (collectively "**K12 Indemnitees**"), harmless against any and all Claims that may arise out of, or by reason of, any (a) breach of any expressed representation or warranty, covenant or agreement made or to be performed by the School (or its designees) pursuant to this Agreement, (b) noncompliance by or on behalf of the School with any Applicable Law in connection with Program's operations, (c) act or omission of the School or School Indemnitees in connection with the Program's operations that results in injury, death, or loss to person or property except to the extent any Claims arise out of actions or omissions of K12 or K12 Indemnitees, and (d) for any Claims that are related to the School's (or its designees') action or inaction with respect to the enrollment, placement and provision of services to any Students with or seeking special education, ELL or 504 needs.

15.3. Indemnification Procedures:

15.3.1. Notice Requirement. Each Indemnified Party must give written notice to the other of the existence of a Claim promptly after such Indemnified Party first receives notice of the existence of the potential Claim, provided that such Indemnified Party will not be foreclosed from seeking indemnification hereunder by any failure to provide such prompt notice except and only to the extent the Indemnified Party actually incurs an incremental expense or otherwise has been materially prejudiced as a result of such delay.

15.3.2. Defense and Settlement of Claims. Each Indemnified Party seeking indemnification hereunder will permit the Indemnifying Party (at the expense of the Indemnifying Party) to assume the defense of such Claim, provided, that (i) counsel for the Indemnifying Party who will conduct the defense of such Claim must be reasonably satisfactory to such Indemnified Party and (ii) such Indemnified Party may participate in such defense at such Indemnified Party's expense. Except with the prior written consent of the Indemnified Party seeking indemnification hereunder, the Indemnifying Party, in the defense of any Claim, will not consent to entry of any judgment or enter into any settlement. In the event that any Indemnified Party seeking indemnification hereunder has been advised by counsel for the Indemnifying Party that such Indemnified Party may have available to it one or more defenses or counterclaims that are different from, or in addition to, one or more of those that may be available to the Indemnifying Party in respect of such Claim and, in such counsel's

reasonable opinion, such counsel could not assert such defenses or counterclaims without creating a conflict of interest, such Indemnified Party will have the right to take over and assume control over the defense of such claim at the sole cost of the Indemnifying Party, provided that if such Indemnified Party does so take over and assume control, such Indemnified Party will not settle such claim without the written consent of the Indemnifying Party. In the event that the Indemnifying Party does not accept the defense of any matter as above provided, the Indemnified Party seeking indemnification hereunder will have the right to defend against such Claim, provided that such Indemnified Party will not settle such Claim without the written consent of the Indemnifying Party. In any event, any Indemnified Party seeking indemnification hereunder and the Indemnifying Party will cooperate in the defense of any claim subject to this Section entitled "Indemnification".

16. INSURANCE.

16.1. Liability Coverage. Each Party will initiate and, with respect to all claims-made-based policies, maintain for a period of two (2) years after the expiration or termination of this Agreement, at its own expense, comprehensive professional and general liability insurance, including product liability, contractual liability (applicable to the indemnification obligations of the said Party set forth herein), and advertising injury insurance, with reputable and financially secure insurance carriers to cover the operations of the said Party, for not less than \$3,000,000 (combined single limit for bodily injury and property damage per occurrence and in the aggregate). Such insurance required by the School (excluding D&O and E&O insurance) will include K12 and its Affiliates and their respective trustees, directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Such insurance required by K12 (excluding D&O and E&O insurance) will include the School and its respective trustees, directors, officers, employees, contractors and agents as additional insureds within thirty (30) days after the date of this Agreement. Each Party's insurance will be written to cover claims incurred, discovered, manifested, or made during or after the Term.

16.2. Evidence of Insurance. Each Party will furnish a certificate of insurance evidencing such coverage to the other Party within five (5) days of written request by a Party. The Parties will endeavor to provide thirty (30) days' advance written notice to the other Party of any cancellation or material adverse change to such insurance.

16.3. Insurance Coverage No Limitation on K12's Rights. The School's insurance will be primary coverage and any insurance K12 may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of the School. K12's insurance will be primary coverage and any insurance the School may purchase shall be excess and non-contributory for all claims directly related to actions or omissions of K12. The minimum amounts of insurance coverage required herein will not be construed to impose any limitation on a Party's indemnification obligations expressly set forth herein.

16.4. Workers' Compensation Insurance. Both Parties will initiate and maintain workers' compensation insurance for its respective employees working at or for the School, as required by Applicable Law.

16.5. Cooperation. All Parties will comply with any information or reporting requirements required by the other Party's insurer(s), to the extent reasonably practicable.

17. REPRESENTATIONS AND WARRANTIES.

17.1. Representations and Warranties of K12. K12 hereby represents and warrants to the School:

17.1.1. Organization and Good Standing. K12 is a limited liability company duly organized, validly existing, and in good standing under the laws of the State of Delaware and is a wholly owned subsidiary of Stride Inc.

17.1.2. Power and Authority; Authorization; Binding and Enforceable Agreement. K12 has full corporate power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by K12 and constitutes the valid and legally binding obligation of K12, enforceable against K12 in accordance with its terms, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

17.1.3. Professional Services. K12 warrants that the Services will be performed in a professional and workmanlike manner in accordance with commercially reasonable industry standards, and deliverables, if any, will materially comply with the agreed upon functional specification set forth in the applicable Exhibit A, if used in a manner consistent with the conditions for which it was designed. THE FOREGOING WARRANTIES MADE BY K12 IN THIS SECTION (AND ITS SUBSECTIONS) ARE IN LIEU OF ALL OTHER WARRANTIES, EXPRESS, IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, BUT NOT LIMITED TO, ANY IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND K12 AND ITS AFFILIATES MAKE NO GUARANTEES AS TO THE RESULTS OR ACHIEVEMENTS OF THE STUDENTS. WITHOUT LIMITING THE FOREGOING, K12 MAKES NO GUARANTEES AND SHALL NOT BE LIABLE FOR NON-ACCESSIBILITY OF THE K12 WEBSITE, END-USER CONNECTION SPEED OR CONNECTIVITY PROBLEMS.

17.1.4. Non-Conformities. The foregoing warranties shall not apply to defects or non-conformities: (a) resulting from software, hardware or interfacing not supplied by K12, its Affiliates or authorized contractors; or (b) resulting from inadequate or improper maintenance, modification, storage or usage of the K12-provided materials by the School, its employees or Students. In addition, the foregoing warranty shall not apply to requirements not expressly included in this Agreement.

17.2. Representations and Warranties of the School. The School hereby represents and warrants to K12:

17.2.1. Organization and Good Standing. The School is a non-profit corporation duly organized, validly existing, and in good standing under the laws of the State.

17.2.2. Power and Authority; Authorization; Binding and Enforceable Agreement. The School has full power and authority to execute and deliver this Agreement and to perform its obligations hereunder. This Agreement has been duly authorized and executed by the School and constitutes the valid and legally binding obligation of the School, enforceable against it in accordance with its terms and conditions, except as such enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance, and other laws of general applicability relating to or affecting creditors' rights and by general principles of equity.

17.2.3. Authority Under Applicable Law. The School has the authority under Applicable Law to: (i) contract with a management company to obtain the Services and all other programs and services under this Agreement; (ii) to execute, deliver, and perform this Agreement; and (iii) to incur the obligations provided for under this Agreement.

17.2.4. Non-Contravention. The execution, delivery and performance of this Agreement by the School will not constitute, under any other agreement, note, lease, or other instrument to which the School is

a party or by which it or any of its assets is bound, any violation, breach or event of default by the School or any other party thereto.

17.2.5. Provision of Authority to K12. The School has provided and will provide K12 with all authority and power necessary and proper for K12 to undertake its responsibilities, duties, and obligations provided for in this Agreement.

17.2.6. Charter Enforceability and Renewal. The Charter is in full force and effect and constitutes a valid and binding obligation of each party thereto, enforceable in accordance with its terms. The School has delivered a true and complete copy of the Charter (and the Board-Charter Authorizer agreement(s), if any) to K12. The School will use best efforts to (a) maintain the Charter in full force and effect during the Term and, (b) to renew the Charter prior its expiration. The Board will not propose revisions to the Charter that would be effective during the term and have the effect, if approved, of modifying, deleting or adding material terms to this Agreement.

17.2.7. Certain Provisions of the Charter. The Charter authorizes the Board to operate the Program and receive the federal, state and local education funds identified in this Agreement, as well as other revenues, and otherwise vests the Board with all powers necessary and desirable for carrying out the Program operations and other activities contemplated in this Agreement.

18. OFFICIAL NOTICES. All notices and other communications required by the terms of this Agreement will be in writing and sent to the Parties hereto at the addresses set forth below (and such addresses may be changed upon proper notice to such addressees). Notice may be given by: (i) certified or registered mail, postage prepaid, return receipt requested, (ii) reputable overnight carrier, postage prepaid, or (iii) personal delivery (with written receipt confirming such delivery). Notice will be deemed to have been given (i) five business days after mailing as described in clause (i) of the foregoing sentence; or (ii) on the date of personal delivery if sent by reputable overnight carrier. Electronic mail does not constitute official notice under this Agreement. The addresses of the Parties are:

For K12:
Stride, Inc.
Attn: President of Schools
11720 Plaza America Drive
Reston, VA 20190

With Copy To:
Stride, Inc.
Attn: General Counsel
11720 Plaza America Drive
Reston, VA 20190

For the School:
Utah Virtual Academy
310 E. 4500 S. Suite 620
Murray, UT 84107

With Copy To:
Parr Brown Gee & Loveless, PC
Attn: Doug Waddoups
101 S. 200 E. Suite 700
Salt Lake City, UT 84111

19. NON-SOLICITATION/NON-HIRING.

19.1. Non-Solicitation. Except as set forth in Section 6, each Party agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement for any reason, unless mutually agreed by the Parties in writing, one Party will not directly solicit, recruit for employment, offer employment to, offer subcontracting opportunities to, or otherwise employ or use the

services of any employees (or former employees who were employed by K12 within the 12 months prior to the solicitation) of the other Party or their related companies if that employee or former employee had been assigned to or worked under this Agreement.

19.2. Non-Solicitation of Students. K12 agrees that during the Term of this Agreement and for a period ending twelve (12) months after the expiration or termination of this Agreement, unless agreed to by the School in writing, neither K12 nor its Affiliates will directly or indirectly market any other Stride-powered program to any Student then enrolled in the School. The term “directly or indirectly market” shall not be deemed to include general marketing not specifically directed towards Students then enrolled in the School and does not include information offered by and actions taken by K12 in response to inquiries, calls, or emails to K12 from such persons or their families. Notwithstanding the forgoing, this Section 19.2 shall not apply if the termination of the Agreement is initiated by K12 pursuant to Sections 10.1, 10.2 or 10.4 of this Agreement or if the termination is initiated by either Party pursuant to Section 10.3 of this Agreement.

19.3. Unpermitted Solicitation/Hiring Remedies. Except as set forth in Section 6, in the event of such unpermitted use or engagement by a Party or its related company of such consultant or employee whether directly or indirectly, in contravention of the clause immediately above, the other Party, at its option, may seek receipt of a sum equivalent to one hundred percent (100%) of that employee’s base starting salary with the new employer, or seek any legal or equitable relief against such actions including, but not be limited to, immediate injunctive relief in any court of competent jurisdiction.

19.4. Solicitation Exceptions. For the avoidance of doubt, newspaper, periodical or Internet-based listings of employment opportunities by a Party shall not be considered direct or indirect solicitation of an employee of the other Party; however, such Party shall continue to be precluded from engaging or otherwise using a Party’s employee, former employee or consultant as provided for in Section 19.3.

20. DISPUTE RESOLUTION, VENUE AND GOVERNING LAW.

20.1. Dispute Resolution Procedure. The Parties agree that they will attempt in good faith to settle any and all disputes arising in connection with this Agreement amicably in the ordinary course of business. If a dispute is not resolved in the ordinary course of business, the aggrieved Party will submit its dispute in writing to the School’s authorized designee (other than a designee acting as legal counsel for the School) and to the Regional Vice President for K12. If the dispute is not resolved after ten (10) calendar days from the receipt of such written notice, then the Parties shall escalate the effort to resolve to the Board president and the Executive Vice President of School Management and Services for K12 who shall have five (5) days to seek resolution of the matter. The dispute resolution procedures described herein will be deemed complete upon the earlier to occur of the following: (i) the Parties mutually agree in writing to discontinue the dispute resolution procedures; and (ii) the relevant dispute is not resolved within the time periods provided under.

20.2. Mediation and Arbitration. If the Parties are unable to resolve the dispute pursuant to the Section immediately above, the Parties agree that they will attempt in good faith to settle any and all disputes arising out of this agreement, including those disputes relating to the enforceability or validity of this Agreement, through a process of mediation in Salt Lake County, Utah under the supervision of a mutually agreed upon mediator. In the event that mediation fails to settle any such dispute(s), the Parties hereby agree to proceed to mandatory binding arbitration in Salt Lake County, Utah, pursuant to the then existing rules of the American Arbitration Association. Except as may be required by law, neither a Party nor an arbitrator may disclose the existence, content, or results of any arbitration hereunder without the prior written consent of both Parties. Judgment upon the award rendered shall be final and binding and may be enforced by any state or federal court with competent jurisdiction over the arbitrated matter. Each Party will bear its own costs and expenses associated with the dispute resolution procedures set forth in this Section except that the Parties will share equally any fees payable to a professional mediator and/or arbitrator.

20.3. Injunctive Relief. Notwithstanding the foregoing dispute resolution procedures, the Parties acknowledge that in the event of a breach of any provision contained in the Section entitled “Intellectual Property Rights”, either Party may suffer irreparable harm in which the full extent of damages may be impossible to ascertain and monetary damages may not be an adequate remedy. As such, the injured Party may seek immediate judicial relief as available in law or equity, and the initiation of any judicial proceeding will suspend the dispute resolution procedures set forth above. The Parties will be entitled to enforce this Agreement by an injunction or other equitable relief without the necessity of posting bond or security, in addition to its right to seek monetary damages or any other remedy. The decision by the Parties not to seek judicial relief during the above described dispute resolution procedures, will not create any inference regarding the presence or absence of irreparable harm.

20.4. Governing Law. The laws of the State of Utah without regard to its conflict of laws provisions will govern this Agreement, its construction, and the determination of any rights, duties, and remedies of the Parties arising out of or relating to this Agreement.

20.5. Attorneys’ Fees. In the event of legal action between the Parties associated with this Agreement, the prevailing party in any such action or proceeding shall be entitled to recover its reasonable attorneys' fees and costs incurred therein from the non-prevailing party.

21. MISCELLANEOUS.

21.1. Coordination; Exercise of Approval or Consent Rights:

21.1.1. Coordination and Consultation. The Parties will coordinate the performance of their respective activities hereunder and will establish such procedures as they shall mutually agree to be effective for achieving the purposes of this Agreement and allowing each of them to perform its obligations and exercise its rights under this Agreement. Without limiting the generality of the foregoing, K12’s legal counsel and the School’s legal counsel may consult from time to time with respect to the requirements of Applicable Law, the Charter, and the School’s and the Charter Authorizer’s policies as they relate to the School’s operations.

21.1.2. Approval or Consent Rights. In performing services and its other obligations under this Agreement, or in exercising its rights under this Agreement, including granting or withholding any consents or approvals or making any requests of the other Party, each Party must act reasonably (including as to the timing of its actions) except to the extent that this Agreement provides that it may act as it determines “in its sole judgment” or “its sole discretion,” or words to that effect, in the applicable provision. Whenever it is provided in this Agreement that the Parties will or may agree as to a certain matter, each Party will have the right to agree or disagree in its sole discretion following good faith discussions.

21.2. Force Majeure. Notwithstanding any other sections of this Agreement, no Party will be liable for any delay in performance or inability to perform (except for payments due hereunder) due to acts of God or due to war, riot, terrorism, civil war, embargo, fire, flood, explosion, sabotage, accident, labor strike, Internet outage or other acts beyond its reasonable control and unrelated to its fault or negligence.

21.3. Entire Agreement. This Agreement including its attachments hereto constitutes the entire agreement of the Parties with respect to the subject matter hereof, and supersedes all previous and contemporaneous oral and written negotiations, commitments, agreements, warranties, representations and understandings. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

21.4. Counterparts, Facsimile or PDF Transmissions. This Agreement may be executed in counterparts, each of which will be deemed an original, but both of which will constitute one and the same instrument. Each Party may rely on facsimile or PDF signature pages as if such facsimile or PDF pages were originals.

21.5. License Audit. Upon forty-five (45) days written notice, K12 may audit the School's use of the Educational Products and the School agrees to cooperate and provide reasonable assistance with such audit. The School agrees to pay within thirty (30) days of written notification any fees applicable to the School's use of the Educational Products in excess of the license rights granted herein or K12 may revoke the related technical support and license(s).

21.6. Amendment. This Agreement will not be altered, amended, modified, or supplemented except in a written document executed by the Parties.

21.7. Waiver. No waiver of any provision of this Agreement will be effective unless in writing, nor will such waiver constitute a waiver of any other provision of this Agreement, nor will such waiver constitute a continuing waiver unless otherwise expressly stated.

21.8. Interpretation. The Parties hereto acknowledge and agree that the terms and provisions of this Agreement, will be construed fairly as to all Parties hereto and not in favor of or against a Party, regardless of which Party was generally responsible for the preparation of this Agreement.

21.9. Severability. In the event any term, provision or restriction is held to be illegal, invalid or unenforceable in any respect, such finding shall in no way affect the legality, validity or enforceability of all other provisions of this Agreement. To the extent that any of the services to be provided by K12 are found to be overbroad or an invalid delegation of authority by the School, such services will be construed to be limited to the extent necessary to make the services valid and binding.

21.10. Successors and Assigns. This Agreement will be binding upon, and inure to the benefit of, the Parties and their respective successors and permitted assigns.

21.11. No Third-Party Rights. This Agreement is made for the sole benefit of the School and K12 and their respective successors and permitted assigns. Except as set forth in Sections 13 and 16 and except for each Affiliate of K12, which shall be a third party beneficiary of this Agreement, nothing in this Agreement will create or be deemed to create a relationship between the Parties to this Agreement, or any of them, and any third person, including a relationship in the nature of a third-party beneficiary or fiduciary.

21.12. Survival of Termination. All representations, warranties, and indemnities expressly made in this Agreement will survive termination of this Agreement.

21.13. Headings and Captions. The headings and captions appearing in this Agreement have been included only for convenience and shall not affect or be taken into account in the interpretation of this Agreement.

21.14. Books and Records; Audit. K12 shall keep accurate records for all Services performed and Educational Products provided hereunder. K12 shall make such non-privileged and non-proprietary records available sufficient to show that all Services and Educational Products invoiced to the School were performed. They will be made available for examination and reproduction by the School upon the School's notice to K12. Such records shall be maintained by K12 and made available to the School for such examination and reproduction at all reasonable times during regular business hours for twenty-four (24) months after the date of the invoice for such Services and Educational products. K12 shall provide access to such books and records during K12's regular business hours no later than five (5) business days after the School's written request unless otherwise agreed by the School. Any examination or audit shall be performed by School or a Certified Public Accountant selected by the School; subject to the condition precedent, however, that the Certified Public

Accountant has signed a non-disclosure agreement in a form acceptable to K12. Provided that the School provides notice to K12 of amounts owed by K12 to the School no later than three months after the notice to K12 of the request for examination and reproduction, if an audit discloses that the School overpaid or that K12 otherwise owes money to the School, or that K12 was underpaid or that the School otherwise owes money to K12, any sums due plus interest at the rate of one percent (1%) per month accruing from the date previously paid by the School or underpaid to K12 will be paid within thirty (30) days after the sum due is agreed upon by the Parties or otherwise determined by a court or arbitrator pursuant to the dispute resolution provisions of this Original Agreement. The notice to K12 of amounts owed by K12 shall include the dollar amount owed by K12 and sufficient information, including copies of pertinent documentation, for K12 to determine the accuracy of said dollar amount. In the event that as a result of any audit performed by or on behalf of the School it is determined that the actual billed amount exceeds the proper amount that should have been billed by more than the lesser of \$25,000 or three percent (3%) of the total amount billed during the period audited, then K12 will pay the reasonable costs of the audit including amounts paid to any auditor or fees paid to outside counsel in addition to the amounts payable to the School in accordance with the foregoing. Notwithstanding the foregoing, the School shall not exercise its audit rights hereunder more than two (2) times in any twelve-month period.

* * * * *

IN WITNESS WHEREOF the Parties have entered into this Agreement as of the date set forth below.

**For and on behalf of
UTAH VIRTUAL ACADEMY**

**For and on behalf of
K12 VIRTUAL SCHOOLS LLC**

Signed: _____

Signed: _____

Name: _____

Name: _____

Position: _____

Position: _____

Date: _____

Date: _____

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EXHIBIT A

Educational Products

For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to the School, for the Program and its Students and its personnel the following Educational Products and Services in accordance with the fees as provided for in this Agreement. Notwithstanding the forgoing, none of the following Educational Products, Pupil Recruiting and Product Related Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this Agreement.

- a. Administrative Transition
 - i. Assist in transitioning to an administrative staff employed directly by the School

- b. Educational Service Products
 - i. Provide Utah state-aligned K12® Curriculum and any third-party curriculum K12 generally offers to its virtual schools, as well as learning management system(s), for grades K-8 in language arts, math, science, history, CTE, fine arts, and electives¹
 - ii. Provide Utah state-aligned K12® Curriculum and any third-party curriculum K12 generally offers to its virtual schools, as well as learning management system(s), for grades 9-12 in language arts, math, science, history, CTE, fine arts, and electives²
 - iii. Assist School administrators in developing and implementing school improvement plans to increase academic outcomes according to state accountability metrics
 - iv. Assist School employees managing special education when necessary to further the School's goals
 - v. Assist School employees managing English Language Learners (ELL) and 504 plans when necessary to further the School's goals
 - vi. Program Feedback. Obtain feedback on how to improve the Program and curriculum, as appropriate. Create methods for Students, their parents, and teachers to submit comments and suggestions; implement improvements where StrideK12 deems them to be valuable

- c. Educational Tools and Supplies³
 - i. Provide textbooks – physical and/or digital to each Student as necessary to deliver the educational curriculum
 - ii. Provide multimedia tools to each Student as necessary to deliver the educational curriculum

¹ Curriculum will fulfill Utah state education requirements and K12 will modify, create or license curriculum materials if necessary to comply with such requirements

² Curriculum at each grade level will fulfill Utah state education requirements and K12 will modify or create curriculum materials if necessary to comply with such requirements

³ All educational service products shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.

- iii. Provide computers for each Student, and provide additional computers, monitors, software and other hardware as K12 determines in its discretion to be necessary to deliver the curriculum and as agreed to in writing by K12 during the budgeting process. All such equipment shall be promptly returned to K12 upon a Student's withdrawal or upon expiration or termination of this Agreement.
- iv. Provide policies and procedures for the responsible use of the computers provided
- v. Provide software to each student as required for the Education Products provided by K12 pursuant to this Agreement for the computers provided
- vi. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.
- vii. As requested and as available, K12 may offer the following counseling tools for high school Students where such students will have access to various counseling tool(s) to support college, career planning and exploration. These tools and related offerings are described below:
 - i. National and local counseling efforts are buttressed by an online college and career planning platform that helps students organize and plan their futures. This tool helps students keep track of their high school coursework, log extracurricular activities/work hours, and set goals and strategies for achieving those goals. Further, this tool provides values, skills, and interests assessments to help direct students toward professional fields in which they are inclined while also offering a robust college search engine, allowing students to compare colleges across many different facets. Finally, this tool assists students in managing their college applications and searching for scholarships.
 - ii. Nationally, K12 may offer tools to foster the School's efforts to support career and college planning and exploration.
 - iii. Additionally, during the school year students can take advantage of national academic and career-focused virtual clubs and/or during the summer national academic and career-focused virtual camps.
- viii. Educational School Consulting. Consulting services for the School's educational goals, curriculum, methods of pupil assessment, admissions policy, student recruitment policy, school calendar, school day schedule, and age and grade range of pupils to be enrolled in the Program. K12's recommendations for the Program will be consistent with Applicable Law and the Charter.
- ix. Student Discipline. Provide information and cooperate with School on the handling of student disciplinary matters, as requested, including without limitation attendance and truancy matters. K12 can recommend policy and procedures for School adoption consistent with Applicable Law.

- x. Teacher Effectiveness and Training. Provide training for new teachers and ongoing professional development for teachers as requested. Host ongoing teacher professional development sessions throughout the school year for new and returning teachers as requested.
 - xi. Property Management. Prepare and submit to the School (or its designees) proposed policies and procedures regarding the responsible use of instructional equipment and other instructional property. Arrange for the distribution and re-shipment or return (as necessary) of equipment for families, administrators, and teachers, to the extent provided by or on behalf of K12 as agreed in writing during the budget process.
- d. **Instructional Support**
- i. Provide concepts for online instructional support both asynchronously and synchronously
 - ii. Develop and offer new teacher training and professional development including hosting professional development sessions throughout the school year for new and returning teachers
 - iii. Provide data regarding student demographic, performance, and attendance in a single data warehouse for school use in weekly dashboards and custom reports.
 - iv. In collaboration with the School, collect documentation to support ISP reimbursement for families
- e. **Technology Services**
- i. Provide 24-7 monitoring of online learning management systems
 - ii. Fix production issues as they arise
 - iii. Provide telephone support for students troubleshooting system errors
 - iv. Provide teacher support for answering technology-related questions from students, parents, teachers, and administrators
 - v. Generate reports on student academic performance, attendance, and progress
 - vi. Train school staff on technology systems
 - vii. Maintain UTVA's computer network
 - viii. Maintain software to generate master image of computer configurations for teachers, administrators, and students in order to standardize the user experience
 - ix. Provide electronic security of student records
 - x. Supervise and implement rollovers at the end of the academic year
- f. Public Affairs. The K12 Public Affairs team includes government relations, regulatory affairs, strategic communications, advocacy, education policy, and external affairs. These services include:
- i. **Inside Advocacy**
 - Manage a team of state-based and federal lobbyists in support of the Program
 - Monitor legislative and regulatory activity impacting the Program.
 - ii. **Outside Advocacy**

- Support and collaborate national and state-based parent-led grassroots organizations for the Program.
 - Manage relationships with third party education and policy organizations and other external parties.
- iii. Education and Policy
- Advocate for political and policy environments that yield new opportunities for the Program.
 - Promote public policies that advance digital learning, parent choice in education, and sound accountability frameworks
- iii. Crisis Team
- Communications and Media Relations
 - Provide policy communications and media relations support for the Program

EXHIBIT B
Marketing and Enrollment Services

For each school year during the Term, K12 and its Affiliates will provide or cause to be provided to the School, for the Program and its Students and its personnel the following Educational Products and Services in accordance with the fees as provided for in this Agreement. Notwithstanding the forgoing, none of the following Educational Products, Pupil Recruiting and Product Related Services shall be provided for the purpose of benefiting the Program or any personnel or students for any school year beyond the expiration of the Term or the earlier termination of this

Services to be provided by K12:

- a. General
 - i. Implement recruitment strategy to achieve enrollment objectives, including a specific strategy for increasing enrollment through the Statewide Online Education Program (SOEP)
 - ii. Enrollment, Registration, and Placement Services
 - A. Create, design, and prepare all recruitment materials and advertisements.
 - B. Assist with information sessions via various media platforms and in person.
 - C. Assist in the design of letterhead, logos, and school identity collateral.
 - D. Manage application and enrollment process including communication with applicants and their families.
 - E. Plan and conduct school orientation sessions including students and parents.
 - F. Respond to all inquiries about the School's curriculum, enrollment process, instructional methods, etc.
 - G. Conduct sampling of students to interview who withdraw to better understand how to improve programming.
 - H. Create method for constituents to provide feedback and for evaluating and reporting such feedback.
 - I. Form virtual social clubs for students based on student interest and demand; clubs generally meet monthly and are formed based on Student feedback on their interests. K12 also provides access to participation opportunities in nationwide art, poetry and craft contests. Access to both Student clubs and contests is voluntary and is open to all Students.
 - J. Assist in the graduation process and ceremonies.
 - iii. Admissions
 - A. Implementation of the Program's admissions policy and the Student enrollment process. Communicating with potential students and their families and conducting a random lottery if required.
- b. School Website
 - i. Provide a fully-hosted "mini" web site of up to 12 pages for the School's Program. The "mini" site is created from K12 templates with editable fields whose content is customized with the Program's logo embedded. The website also includes a branded lead-capture form. K12 will use the Program's logo on the website and for recognition on the "Participating Schools", "State Paid Media Landing", and "School Finder" pages on k12.com as a partner program. The Program will be provided access to a proprietary online enrollment tool for its families to use for registration and a dedicated toll-free number. This phone number is specific to the Program and will be featured on the Program's website and emails. Utilizing K12's lead database, the Program will be marketed via email communication (in regional/state-wide messaging as appropriate). Additionally, Program-specific search terms will be added to K12's Search Engine Marketing program. The Program is provided student registration, enrollment processing and placement of all Students, along with electronic records storage (in EPR tool).

- For the avoidance of doubt, K12 shall not provide recruiting services during the Term for any forthcoming year(s) in which K12 shall not be providing the Educational Products and Services
- ii. Develop tools on the School website including those needed to support online learning such as password protected threaded discussion and message boards.
 - iii. Maintain quality assurance for website including avoiding “version control” problems.
 - iv. Coordinate security, creative, and content issues pertaining to the website.
 - v. Coordinate web hosting contracts and relationships across the state, as needed.
 - vi. Handle all troubleshooting issues with the website.
 - vii. Ensure website compliance to all applicable state policies.

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EXHIBIT C

K12 Proprietary Marks

All trademarks, trade names, service marks as set forth at <https://www.stridelearning.com/ip-policy.html>, as may be revised from time to time, and each of their logos.

Trademark Quality Control – Restricted Content: The School shall not use the K12 Proprietary Marks in connection with harmful, threatening, unlawful, defamatory, infringing, abusive, inflammatory, harassing, vulgar, obscene, fraudulent, hateful or otherwise offensive material, or in any manner that would be likely to tarnish or adversely impact the reputation, quality, value and goodwill associated with K12 and/or the K12 Proprietary Marks.

EXHIBIT D⁴
Agreement Products

K-8 student curriculum and materials for curriculum
HS student curriculum
Staff and teacher access to curriculum
Teacher materials for curriculum
Student computers, logistics and technical support⁵
State testing computers⁶
Testing Nirvana
NWEA test
USA Test Prep
Teacher Services (IST)
Testing computers and standard support
Blackboard Connect
Related Services Manager software

⁴ For all third party software and services, K12 reserves the right to replace that software and services with similar software and services.

⁵ ²Computers - Includes HW/SW support, white glove delivery service, and technical support. (Routers, hotspots, and onsite tech support are available for an additional fee upon request.)

⁶ Includes computers and associated equipment and support at no more than the same number of sites and comparable levels of support as that used in each semester of the 2022-2023 school year